



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

AGENDA ITEM NO.: 15
AGENDA DATE: Thu 07/28/2005
PAGE: 1 of 1

SUBJECT: Authorize renewal of an Interlocal Agreement between the City of Austin and Travis County for a Downtown Business District Attorney in an amount not to exceed \$20,000 in Fiscal Year 2005-2006, with an option to extend two additional one year terms in an amount not to exceed \$20,000 for each year.

AMOUNT & SOURCE OF FUNDING: Funding is available in the Proposed Fiscal Year 2005-2006 Operating Budget for the Austin Police Department.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING Police
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Rick Coy

FOR MORE INFORMATION CONTACT:

PRIOR COUNCIL ACTION: Renewal of interlocal on June 5, 2003 which provided for previous funding at the same level as the current request.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

The Austin Police Department has been working since January 2002 with a designated Assistant District Attorney on cases related to violent crime, career criminals, narcotics and nuisance abatement matters in the Downtown Business District. Grant funds for the position expired March 31, 2003. In order to support the continuation of the position, the Downtown Austin Alliance is contributing \$20,000, the City is being asked to contribute \$20,000, and the County will pay an estimated \$50,000. In future years, the contribution of the Downtown Austin Alliance and the City of Austin will remain at \$20,000 each while the County will pay the balance of the salary and operating costs for the position.

This agreement provides funding for an Assistant District Attorney to continue working with the Austin Police Department Downtown Area Command. This Attorney is critical to the elimination of illegal activity of known criminals; activities related to the sale and distribution of narcotics; firearm violations, nuisance activities from downtown properties, and other serious criminal offenses that endanger citizens and harm the quality of life downtown. The Attorney's services include the filing and trial of cases and advising officers on legal matters associated with defining and preparing a prosecutable case.

The City agrees to and shall pay to the County funds in the amount of \$20,000 for the period October 1, 2005 through September 30, 2006, annually for the duration of this Agreement, not to exceed two (2) additional years. A copy of the Interlocal Agreement is attached as back-up.

TITLE	Annual Salary	FICA 2002	Health Insurance 2003	Life Insurance 2004	Retirement 2005	Worker's Comp 2006	FICA/ Medicare 2007	Total Salary & Fringe Benefits
Downtown ADA 06	67,799	4,204	7,782	46	6,536	91	983	87,441

Prosecutor longevity pay based on 12 months @ \$200 each month (city fringe benefits paid by County).	2,400	149			231	3	35	418
County longevity pay	678	42			65	1	10	796
Total Salary and Fringe Benefits								88,655

Operating Expenses	
Office Supplies	200
Seepage	360
Garage Rental	75
Utilities	100
State Bar Dues	235
Licensing (Registration)	500
Licensing (Travel, Meals & Lodging)	800
Total Operating	2,270

TOTAL SALARY, FRINGE BENEFITS AND OPERATING	90,925
--	---------------

City of Austin	20,000	22%
Downtown Austin Alliance	20,000	22%
Travis County	50,925	56%

**INTERLOCAL AGREEMENT FOR
DOWNTOWN BUSINESS DISTRICT ATTORNEY**

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving violent crimes, drug offenses, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in the Downtown Business District; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent crime, including the active prosecution of cases involving career criminals, major narcotics, and civil nuisance abatement;

NOW, THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to and shall pay to the County funds in the amount of \$20,000 for the period October 1, 2005 through September 30, 2006, annually for the duration of this Agreement, not to exceed two (2) additional years, for the purpose of funding one Assistant District Attorney position which is to be devoted to handling criminal matters in the Downtown Business District.

The County agrees to and shall employ an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

It is the expectation of the parties that one individual will be assigned to the position of

Downtown Business District Attorney, and that changes in that assignment will be discussed between the Chief of Police and the District Attorney's Office prior to such a change. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

City will reimburse the County on a quarterly basis (quarters ending June 30, September 30, December 31, and March 31.) County will seek reimbursement from City by presenting its invoice to City's designated personnel. The invoice must include evidence of employment of the Downtown Business District Attorney. City will promptly reimburse County the invoiced amount from current funds and will not be obligated to pay any additional monies beyond the agreed consideration. All proper invoices received by the City will be paid within 30 days of the City's receipt of the invoice.

Invoices shall indicate the City of Austin agreement number assigned. Invoices shall be mailed to the Austin Police Department, Financial Management at P.O. Box 1629, Austin, Texas 78767-1629. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the County's invoice.

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

III.

TERM AND COMMENCEMENT

This agreement is effective on October 1, 2005 and will terminate on September 30, 2006, whereupon subject to the availability of funding, the Agreement shall automatically renew for succeeding terms of one year for two consecutive years, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal date.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate. Upon termination, County will, within thirty (30) days from date of termination, return to the City the pro rata share of payments for services to have been provided under this Agreement, from the date of termination to the end of the current year's term.

VI.

PAYMENTS

The City shall make payments for the performance of the services under this Agreement from current revenues of the City.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, or by fax transmission as evidenced by facsimile confirmation. Notice will be provided to the following persons or their successors:

City of Austin: Stanley L. Knee
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001
Fax: 974-6611

Toby Futrell
City Manager
P.O. Box 1088
Austin, Texas 78767
Fax: 974-2832

Travis County: Ronnie Earle
District Attorney
P.O. Box 1748
Austin, Texas 78767
Fax: 854-9534

Sam Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Fax: 854-9535

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Sam Biscoe, County Judge

Toby H. Futrell, City Manager

Date: _____

Date: _____